

EXHIBIT I

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7 UNITED STATES BANKRUPTCY COURT
8 WESTERN DISTRICT OF WASHINGTON - TACOMA

9 SARAH HOOVER,

10 Debtor,

BK No. 19-42890- MJH

Adv No. 20-04002 – MJH

Chapter 7

12 SARAH HOOVER,

13 Plaintiff,

14 v.

SECOND SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION
TO DEFENDANT NEWREZ, LLC

15 QUALITY LOAN SERVICE
16 CORPORATION OF WASHINGTON,
17 PHH MORTGAGE CORPORATION DBA
18 PHH MORTGAGE SERVICES, HSBC
19 BANK USA, N.A. AS TRUSTEE OF THE
20 FIELDSTONE MORTGAGE
INVESTMENT TRUST, SERIES 2006-2,
NEWREZ, LLC, IH6 PROPERTY
WASHINGTON, LP, DBA INVITATION
HOMES.

21 Defendants.

22 TO: NEWREZ, LLC (“NEWREZ”), Defendant;

23 TO: YOUR ATTORNEYS OF RECORD:

24 Pursuant to Fed.R.Bankr.P. 7026, 7033, and 7034 which incorporates Rules 26, 33 and
25 34 of the Federal Rules of Civil Procedure, Plaintiff, Sarah Hoover (the “Plaintiff”) propounds
26 these interrogatories and requests for production, to which Defendant NewRez, LLC

SECOND SET OF DISCOVERY TO NEWREZ
Adv No. 20-04002-MJH - 1

HENRY & DEGRAAFF, PS
787 Maynard Ave S
Seattle, WA 98104
Tel# 206-330-0595 / Fax# 206-400-7609

1 (“NewRez”) shall respond separately and fully, in writing and under oath, and will produce
2 documents for inspection and copying for the documents described therein to the offices of
3 Henry & DeGraaff, PS, 787 Maynard Ave S, Seattle, WA 98104, within 30 days of the service
4 of these requests on Defendants and in accordance with the Instructions and Definitions set
5 forth below.

6 **DEFINITIONS**

7 Notwithstanding any definition below, each word, term, or phrase used in these
8 Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of
9 Civil Procedure.

- 10 1. As used herein, the terms “You” and “Your” shall mean NewRez, LLC (“NewRez”), and
11 all attorneys, agents, and other natural persons or business or legal entities acting or
12 purporting to act for or on behalf of NewRez, whether authorized to do so or not. By use
13 of the pronoun “you” it is intended that the answers are to include all information known
14 to or reasonably ascertainable by NewRez, your agents, attorneys, investigators,
15 employees and other representatives.
- 16 2. Any and all data or information which is in electronic or magnetic form should be
17 produced in a reasonable manner.
- 18 3. “And” “as well as,” and “or” should be construed either disjunctively or conjunctively, as
19 necessary to bring within the scope of these requests any matter which might otherwise
20 be construed to be outside their scope.
- 21 4. The masculine gender of any word used herein includes the feminine and the neuter. The
22 past tense of a verb used herein includes the present tense, and the present tense of any
23 verb includes the past tense.
- 24 5. “Relate to,” “related to” or “relating to,” as used herein, means directly or indirectly
25 referring to, alluding to, having any relationship to, pertaining to, concerning, connected
26 with, commenting on, regarding, discussing, mentioning, reflecting, analyzing,
constituting or embodying in whole or in part.
6. A document “relating” or “referring” to any given subject matter, as used herein, means
any document that constitutes, contains, embodies, identifies, bears upon or deals with
that subject, including, without limitation, emails, notes, electronic records, or documents
concerning the preparation of documents.

1 7. "Document" is defined to include any and all manner of electronic, written, typed, printed,
2 emailed, reproduced, filmed or recorded material, and all photographs, pictures, plans or
3 other representations of any kind of anything pertaining, describing, referring or relating,
directly or indirectly, in whole or in part, to the subject matter at hand, and the term includes,
without limitation:

4 a. Papers, emails, texts, voice mail messages, books, journals, ledgers, statements,
5 memoranda, reports, invoices, work sheets, work papers, notes, transcriptions of
6 notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints,
7 specifications, pictures, drawings, films, photographs, graphic representations,
8 diaries, calendars, desk calendars, pocket calculators, calculators of any type, lists,
9 logs, purchase orders, messages, resumes, summaries, agreements, contracts,
10 telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes,
transcriptions of tapes or records, or any other writings or other tangible things on
which any handwriting, typing, printing, photostatic, or other forms of
communications are recorded or reproduced, as well as all notations on the
foregoing;

11 b. Originals and all other copies not absolutely identical;

12 c. All drafts and notes, whether typed, handwritten or otherwise, made or prepared in
13 connection with such document, whether used or not; and

14 d. Any medical record, chart, X-ray, book, log, pamphlet, periodical, letter, report,
15 memorandum, notation, message, record, study, working paper, chart, graph, index,
16 tape, minutes, contract, lease, invoice, record of purchase or sale, correspondence,
17 telegram, cable, electronic or other transcription or taping of telephone or personal
conversations or conference, and any and all other written, printed, typed, punched,
taped, filmed or graphic matter, however produced or reproduced.

18 8. "The Account" refers to the account sought to be collected from Ali Suleiman in this case
19 by PHH Mortgage Corporation d/b/a PHH Mortgage Services ("PHH"), HSBC Bank
20 USA, N.A., as Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2
("HSBC"), NewRez, LLC ("NewRez").

21 9. A request to "name" or "identify" a certain person or persons is deemed to require the
22 person's full name, last known residence and phone number, job title, employer and
23 employer's business address and phone number. If the job title, etc. are set out in another
answer, their repetition is unnecessary.

24 10. When asked to "state the facts" your response should include (i) the identity of any
25 persons with any personal knowledge of the facts stated; (ii) the identity of any
documents concerning the facts stated; and (iii) the identity of any communications
26 concerning the facts stated.

11. "Complaint" means the initial complaint and any amended complaints filed in this action.

12. Any word or term not specifically defined: If you contend that a word or term that is not specifically defined in these requests is vague or capable of multiple meanings that prevent you from answering the interrogatory, then you should consult the Merriam Webster dictionary available online at <http://www.merriam-webster.com> for a definition that is incorporated into these requests by reference.
13. "Borrower(s)" means the individual from whom Defendant QLS foreclosed against, Ali Suleiman and/or his estate in this case.
14. "Property" means the property at issue in this case located at 18205 106th Street East Bonney Lake, WA 98391.
15. "Policy" or "Policies" means any practice, procedure, directives, routine, rule, courses of conduct or code of conduct, written or unwritten, formal or informal, recorded or unrecorded, which was recognized, adopted, issued or followed by you.
16. "QLS" means Defendant Quality Loan Services Corporation of Washington and includes, without limitations, any offices, branches and locations of Defendant QLS, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
17. "PHH" means Defendant PHH Mortgage Corporation dba PHH Mortgage Services, and includes, without limitations, any offices, branches and locations of Defendant PHH Mortgage Corporation dba PHH Mortgage Services, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
18. "HSBC" means Defendant HSBC Bank USA, N.A. as Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2, and includes, without limitations, any offices, branches and locations of Defendant HSBC Bank USA, N.A. as Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
19. "IH6" means Defendant IH6 Property of Washington, LP d/b/a Invitation Homes, and includes, without limitations, any offices, branches and locations of Defendant IH6 Property of Washington, LP dba Invitation Homes, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
20. "Plaintiff" means Plaintiff Sarah Hoover.

1 21. "File" means all "Documents" or documented "Communications" related to the
2 "Account" at issue in this case.

3
4 **INTERROGATORIES**

5 **INTERROGATORY NO. 25:**

6 IDENTIFY all documents which depict or relate to your financial statements (including
7 but not limited to) balance sheet, income statement, cash flow statement.

8 **RESPONSE:**
9

10 **INTERROGATORY NO. 26**

11 IDENTIFY all employees of NewRez with knowledge of the Plaintiff's bankruptcy
12 filing prior to January 1, 2020, and for each employee so IDENTIFIED, state his or her job title
13 and the state and location where they work.

14 **RESPONSE:**
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16 **INTERROGATORY NO. 27:**

17 DESCRIBE in detail all training for BANKRUPTCY POLICIES provided to the
18 persons identified in response to Interrogatory No. 26, stating the dates on which each such
19 person attended, and identifying the materials provided to each such person.
20

21 **RESPONSE:**
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23 **INTERROGATORY NO. 28:**

24 IDENTIFY employment and salary records of the persons identified in response to
25 Interrogatory No. 26.

26 **RESPONSE:**

1 **INTERROGATORY NO. 29:**

2 IDENTIFY the full and complete copies of all servicing manuals, memoranda, notes,
3 polices, and employee training materials related to reviewing, analyzing, and responding to
4 Notices of Bankruptcy filings and/or responding to any other correspondence from any party
5 notifying you of a bankruptcy filing by any method.

6 **RESPONSE:**

7
8 **INTERROGATORY NO. 30:**

9 IDENTIFY all consumer complaints from the Consumer Financial Protection Bureau
10 related to “Loan modification, Collection, Foreclosure” during the time period from January of
11 2019 to the present. *See* the Consumer Financial Protection Bureau’s Consumer Complaint
12 Database.

13 **RESPONSE:**

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16 **INTERROGATORY NO. 31:**

17 IDENTIFY your responses to the consumer complaints as referred to in Interrogatory
18 No. 30.

19 **RESPONSE:**

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21 **INTERROGATORY NO. 32:**

22 IDENTIFY all Risk Convergence Reports created by you or your agents for loans
23 involved in a Chapter 7 bankruptcy from January 1, 2018 and the present. *See* Original
24 Complaint, *Consumer Financial Protection Bureau v. Ocwen Financial Corporation, et al.*, No.
25 9:17-cv-80495 (S.D.Fla. April 20, 20117),
26 https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf.

1 **RESPONSE:**

4 **INTERROGATORY NO. 33:**

5 IDENTIFY all consent judgments and/or settlement agreements and consent orders
6 against you or your agents entered into with the Washington State Attorney General by you
7 from January of 2017 to the present.

8 **RESPONSE:**

11 **INTERROGATORY NO. 34:**

12 IDENTIFY the number of instances where you or your agents were provided with notice
13 of a bankruptcy filing prior to a nonjudicial foreclosure sale and the nonjudicial foreclosure sale
14 nonetheless went forward.

15 **RESPONSE:**

18 **INTERROGATORY NO. 35:**

19 For those instances IDENTIFIED in Interrogatory No. 32, please explain what actions
20 you or your agents took after the sale.

21 **RESPONSE:**

23 **INTERROGATORY NO. 36:**

24 IDENTIFY all documents produced by you or your agents in the Civil Investigate
25 Demands made by the Plaintiff States in connection with the Consent Judgment entered into
26 with Ocwen/PHH on February 26, 2014. See Consent Judgment,

https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf.

SECOND SET OF DISCOVERY TO NEWREZ
Adv No. 20-04002-MJH - 7

HENRY & DEGRAAFF, PS
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3 **RESPONSE:**
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5 **INTERROGATORY NO. 37:**
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7 State your knowledge of any Compliance Review Quarterly Reports produced by you or
8 your agents to the Plaintiff States in connection with the Consent Judgment entered into with
9 Ocwen/PHH on February 26, 2014. *See* Consent Judgment,
10 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

11 **RESPONSE:**
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13 **INTERROGATORY NO. 38:**
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15 State your knowledge of any Monitor Reports received by you or your agents to the
16 Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on
17 February 26, 2014. *See* Consent Judgment,
18 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

19 **RESPONSE:**
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21 **INTERROGATORY NO. 39:**
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23 State your knowledge of any enforcement actions taken by the Plaintiff States against
24 you or your agents in connection with the Consent Judgment entered into with Ocwen/PHH on
25 February 26, 2014. *See* Consent Judgment,
26 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

RESPONSE:

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REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 25:

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of your employees or agents as to compliance with foreclosure processes.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of your employees or agents as to compliance with the bankruptcy automatic stay, 11 U.S.C. § 362.

REQUEST FOR PRODUCTION NO. 27:

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of NewRez's employees or agents as to compliance with NewRez's guidelines and/or policies and procedures regarding nonjudicial foreclosures as to compliance with Washington State laws.

RESPONSE:

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2 **REQUEST FOR PRODUCTION NO. 28:**

3 Produce all materials (including but not limited to webinars, physical books, electronic
4 materials or other documents) pertaining to the training and supervision of QLS and other
5 foreclosing Trustees by you or your agents for nonjudicial foreclosures in Washington State.

6 **RESPONSE:**
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9 **REQUEST FOR PRODUCTION NO. 29:**

10 Produce all DOCUMENTS showing NewRez's net pretax profits for the five years
11 preceding and including the year the Plaintiff's Complaint was filed.

12 **RESPONSE:**
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15 **REQUEST FOR PRODUCTION NO. 30:**

16 Produce all DOCUMENTS showing NewRez's net worth for the five years preceding
17 and including the year Plaintiff's Complaint was filed.

18 **RESPONSE:**
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21 **REQUEST FOR PRODUCTION NO. 31:**

22 Produce all of NewRez's Annual Reports for the five years preceding the year Plaintiff's
23 Complaint was filed.

24 **RESPONSE:**
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2 **REQUEST FOR PRODUCTION NO. 32:**

3 Produce all NewRez's balance sheets, profit and loss statements, income statements,
4 federal tax returns with all schedules, and any other document reflecting Defendant's overall
5 financial condition for the five years preceding the year Plaintiff's Complaint was filed.

6 **RESPONSE:**
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9 **REQUEST FOR PRODUCTION NO. 33:**

10 Produce all DOCUMENTS evidencing other instances where NewRez was provided
11 notice of a bankruptcy filing prior to a foreclosure sale and you or your agents nonetheless went
12 forward with the foreclosure sale.

13 **RESPONSE:**
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15 **REQUEST FOR PRODUCTION NO. 34:**

16 Produce all DOCUMENTS related to NewRez and the Civil Investigate Demands made
17 by the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH
18 on February 26, 2014. *See* Consent Judgment,

19 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf.

20 **RESPONSE:**
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24 **REQUEST FOR PRODUCTION NO. 35:**

25 Produce all documents related to NewRez and any Compliance Review Quarterly
26 Reports produced to the Plaintiff States in connection with the Consent Judgment entered into

1 with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,
2 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

3 **RESPONSE:**

7 **REQUEST FOR PRODUCTION NO. 36:**

8 Produce all documents related to NewRez and any Monitor Reports sent to the Plaintiff
9 States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26,
10 2014. *See* Consent Judgment,

11 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

12 **RESPONSE:**

14 **REQUEST FOR PRODUCTION NO. 37:**

15 Produce documents related to NewRez and any enforcement actions taken by the
16 Plaintiff States against you or your agents in connection with the Consent Judgment entered into
17 with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

18 https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf

19 **RESPONSE:**

21 Dated: February 23, 2021

22 HENRY & DEGRAFF, PS

23
24 By: /s/ Christina L Henry
25 Christina L Henry, WSBA# 31273
26 Attorneys for Plaintiff
787 Maynard Ave S
Seattle, WA 98104
chenry@hdm-legal.com

SECOND SET OF DISCOVERY TO NEWREZ
Adv No. 20-04002-MJH - 12

HENRY & DEGRAFF, PS
787 Maynard Ave S
Seattle, WA 98104
Tel# 206-330-0595 / Fax# 206-400-7609

Attorneys for Plaintiff Sarah Hoover

ANDERSON SANTIAGO, PLLC

By: /s/ Jason D. Anderson

Jason D. Anderson, WSBA# 38014

Attorneys for Plaintiff

787 Maynard Ave S

Seattle, WA 98104

jason@alkc.net

Attorneys for Plaintiff

1 **VERIFICATION**

2 STATE OF _____)

3) ss.

4
5 COUNTY OF _____)

6 I, _____, being first duly sworn on oath, deposes and says:

7 I have read the within and foregoing answers and responses to Plaintiff's Second Set of
8 Interrogatories Propounded to NewRez, LLC ("NewRez") and know the contents thereof, and
9 believe the same to be true.

10
11 _____
12 signature

13 SUBSCRIBED AND SWORN to before me this _____ day of _____, 2020

14
15 _____
16 [PRINT NAME] _____

17 NOTARY PUBLIC for the State of _____

18 Residing at _____

19 My Commission Expires: _____
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CERTIFICATE OF SERVICE

I, Christina L Henry, hereby certify that on February 23, 2021, I electronically transmitted the foregoing via email to the following:

McCARTHY & HOLTHUS, LLP

Attn: Joseph Ward McIntosh

108 1st Ave S Ste 300

Seattle, WA 98104-2104

jmcintosh@mccarthyholthus.com

Attorney for Quality Loan Service Corp. of Washington

HOUSER, LLP

Robert W. Norman, Jr.

600 University St, Ste 1708

Seattle, WA 98101

bnorman@houser-law.com

Attorneys for Defendants PHH Mortgage Corporation, HSBC Bank USA, N.A., as

Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 and NewRez, LLC

SCHWEET LINDE & COULSON, PLLC

John Anthony McIntosh

575 S. Michigan St

Seattle, WA 98108-3316

johnm@schweetlaw.com

Attorneys for Defendant IH6 Property Washington, L.P. dba Invitation Homes

EXECUTED this 23rd day of February 2021 at Bothell, WA

/s/ Christina L Henry

Christina L Henry, WSBA #31273